

A. G. Contract No. KR88-1207-TRD

ECS File: JFA-88-34
Project: M-951-5-402
Fund: 82514
Section: U. S. 89A @ Milton Rd.

AGREEMENT

BETWEEN
THE ARIZONA DEPARTMENT OF TRANSPORTATION
AND
THE ARIZONA GAME AND FISH DEPARTMENT

THIS AGREEMENT is entered into June 16, 1988, between the ARIZONA DEPARTMENT OF TRANSPORTATION, by and through its Highways Division ("ADOT"), and the ARIZONA GAME AND FISH DEPARTMENT ("AGFD"), by and through the Arizona Game and Fish Commission.

I. RECITALS

1. ADOT and AGFD are authorized by Arizona Revised Statutes Sections 28-114 and 17-231, respectively, to enter into this agreement.

2. ADOT has developed a highway project to relocate a portion of U. S. Highway 89A in the area north of Interstate Highway 40, adjacent to Interstate Highway 17; and the construction of this project will eliminate an existing prairie dog habitat.

3. As part of the environmental assessment of the project, ADOT and AGFD have determined that translocating the prairie dogs to a replacement site will mitigate the project impact on this wildlife population.

4. The purpose of this agreement is to set forth each party's responsibilities relative to said translocation.

Therefore, it is mutually agreed as follows:

II. SCOPE OF WORK

1. AGFD shall capture and translocate the prairie dogs as detailed in the scope of work attached to this agreement as Exhibit "A" and, upon completion, shall transmit an itemized statement of costs to ADOT.

2. Within 30 days of receipt of a bill from AGFD, ADOT shall reimburse AGFD for all costs incurred in accomplishing the translocation, not to exceed \$3600.

III. MISCELLANEOUS PROVISIONS

1. This agreement shall remain in force and effect until completion of said work; provided, however, that this agreement may be cancelled at any time prior to the commencement of said translocation, upon thirty (30) days written notice to the other party.

2. This agreement shall become effective upon execution by both parties.

3. This agreement may be cancelled by the Governor in accordance with Arizona Revised Statutes Section 38-511.

4. The provisions of Arizona Revised Statutes Section 35-214 are applicable to this contract.

5. In the event of any controversy which may arise out of this agreement, the parties hereto agree to abide by required arbitration as is set forth for public works contracts in Arizona Revised Statutes Section 12-1518(B) and (C).

IN WITNESS WHEREOF, the parties have executed this agreement the day and year first above written.

ARIZONA GAME AND FISH
DEPARTMENT

By 
DUANE SHROUFE
Deputy Director

ARIZONA DEPARTMENT OF
TRANSPORTATION

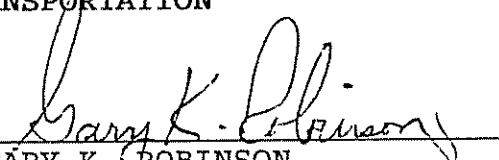
By 
GARY K. ROBINSON
Chief Deputy State Engineer

EXHIBIT "A"
(1 of 2)

Arizona Game and Fish Department
Scope of Work - Prairie Dog Translocation
U.S. 89A - Milton Road

After review of available literature dealing with the capture and translocation of prairie dogs, the following work schedule is proposed.

Days 1-3	On-site inspection with Game and Fish personnel familiar with the project site. Pre-baiting will be initiated on day 1 and continue through day 3. Augering of 25-30, 6-inch holes at the transplant site will be completed by day 3.
Days 4-10	Suitable live traps will be baited and checked repeatedly throughout daylight hours. All prairie dogs captured will be removed from the capture site and released into the "artificial burrows" constructed at the release sites. The capture site will be monitored from a remote location using binoculars to determine when no prairie dogs are present. The capture will be considered complete when no prairie dogs are observed for two consecutive days.
Days 11-12	If the capture is not completed by the end of day 10, the active capture will be terminated for two days. The area will again be pre-baited, allowing the prairie dogs free access to the bait. This will help reduce an avoidance to the traps that may develop.
Days 13-20	Suitable live traps will be baited and checked repeatedly throughout daylight hours. All prairie dogs captured will be removed from the capture site and released into the "artificial burrows" constructed at the release sites. The capture site will be monitored from a remote location using binoculars to determine when no prairie dogs are present. The capture will be considered complete when no prairie dogs are observed for two consecutive days.

Days 21-22

If the capture is not completed by the end of day 10, the active capture will be terminated for two days. The area will again be pre-baited, allowing the prairie dogs free access to the bait. This will help reduce an avoidance to the traps that may develop.

Days 23-25

Suitable live traps will be baited and checked repeatedly throughout daylight hours. All prairie dogs captured will be removed from the capture site and released into the "artificial burrows" constructed at the release sites. The capture site will be monitored from a remote location using binoculars to determine when no prairie dogs are present. The capture will be considered complete when no prairie dogs are observed for two consecutive days.

Based upon the available literature and conversations with biologists experienced in prairie dog work, it is anticipated that the capture will be successfully completed in less than the 25 days allocated. As indicated, the project will be considered complete when no prairie dogs are observed on two consecutive days.

Budget:

A. Personnel Services	
Wildlife Assistant - 25 days at \$80 day	\$2,000
B. Vehicle Mileage	
1200 miles at \$.38 per mile	456
C. Per Diem	
25 days at \$20 per day	500
D. Miscellaneous Supplies	
Bait, traps, etc.	225
E. Equipment Rental	
Auger - 1 day at \$400	400
F. Project Grand Total	\$3,581

This project will be conducted on a cost-reimbursable basis, with the total cost not to exceed the amount listed in item F. above.